



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Dispatch via Print

Children, Youth & Family Dept

P.O. DRAWER 5160
SANTA FE NM 87501
United States

Vendor: 0000046095
ZUNI, PUEBLO OF
P O BOX 339 1203B STATE HWY 53
ZUNI NM 87327

Purchase Order 69000-0000044681	Date 07/01/2014	Revision	Page 1
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way	
Buyer IRENE PATTERSON	Phone		

Ship To: 1120 PASEO DE PERALTA
SANTA FE NM 87502
United States

Bill To: P.O. DRAWER 5160
SANTA FE NM 87501
United States

Origin: EXE **ExclExcl #:** 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDE DV SERVICES		1.00	EA	40,084.00	40,084.00	07/01/2014

69000-06702-5014001000-535200- -004307- - -115-40000

Schedule Total 40,084.00

Contract ID: 0000000000000000000015212 Contract Line: 0 Release: 3

Item Total 40,084.00

Total PO Amount 40,084.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO

**CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT
AMENDMENT NUMBER THREE**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency" and **Pueblo of Zuni**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT

1. Revise **Article III "Limitation of Cost"**, by allocating the funding for FY15 and FY16 payable to the Contractor by an additional \$2,790.00 (\$1,395.00 per fiscal year) for a new contractual total of \$155,480.00.
2. Revise **Attachment 2 – Budget (Amendment #2 executed 03/17/14)**, specifically to reflect allocation costs in FY15 and FY16 for salaries and in-state mileage.
3. Revise **Article VI – Termination of Agreement** to include additional language as referenced below.
4. Add **Article XXIII - Appropriations** to include the Appropriations language as referenced below.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Article III, Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **one hundred fifty five thousand, four hundred eighty dollars even (\$155,480.00)**. The annual budget is attached hereto as "**Revised Attachment 2 – Budget dated 05/30/2014**" is incorporated herein by reference.

Article VI, Termination of Agreement, is hereby amended to read as follows:

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to

unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

All other articles of this Agreement remain the same.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Agency Secretary or Designee.

Pueblo of Zuni

Steve H. Boone
Authorized Signatory

Date: June 17, 2014

Lieutenant Governor
Printed Title of Authorized Signatory

[Signature]
Legal Counsel, Contractor

Date: June 16, 2014

Agency – Children, Youth and Families Department

Annette Romero
Secretary or Designee, Agency

Date: 6/20/14

Approved as to legal form and sufficiency.

Amanda L. Romero
Office of General Counsel, Agency

Date: 6-19-14

Revised Attachment 2 – Budget dated 05/30/2014
Pueblo of Zuni

1. The Contractor shall be paid according to the following budget:

Description	FY13 Budget	FY14 Budget	FY15 Budget	Estimated FY16 Budget	Estimated Contract Amount
Permanent Positions- Full/Part Time	\$25,002.00	\$27,153.00	\$28,474.00	\$28,474.00	\$109,103.00
Other Employment Benefits	\$3,477.00	\$3,477.00	\$3,477.00	\$3,477.00	\$13,908.00
Transportation-Other Travel	\$151.00	\$151.00	\$151.00	\$151.00	\$604.00
Utilities	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$4,800.00
Rent of Land & Buildings	\$454.00	\$454.00	\$454.00	\$454.00	\$1,816.00
Telecommunications	\$593.00	\$593.00	\$593.00	\$593.00	\$2,372.00
Employee Training	\$1,223.00	\$1,223.00	\$1,223.00	\$1,223.00	\$4,892.00
Administrative Overhead	\$4,372.00	\$4,372.00	\$4,372.00	\$4,372.00	\$17,488.00
Miscellaneous Other Expenses					
TOTAL	36,472.00	38,623.00	39,944.00	39,944.00	\$154,983.00

2. TRAVEL FOR CONTRACTORS MEETING

	FY13	FY14	FY15	FY16	TOTAL Amount
In-State Mileage	\$151.00	\$66.00	\$140.00	\$140.00	\$497.00

3. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budgets of contractors who are not generating units sufficient to utilize the entire budget by the end of the contract period. The Agency retains the sole discretion to reallocate the resulting funds to contractors who are able to provide additional units within the contract period.

The Agency will notify the Contractor in writing thirty (30) days prior to taking such action. The Agency is not obligated to pay the Contractor for any dollar amount in excess of the total contracted amount without executing an amendment to this agreement.

4. The Contractor shall not bill and the Agency shall not pay Medicaid Certified Providers for Medicaid reimbursable services provided to Medicaid eligible clients.
5. The Contractor shall agree that grant funds made available to the Agency will not be used as direct payment to any victim or dependent of a victim of family violence.
6. Per diem, mileage, and other miscellaneous expenses, will be paid in accordance with the Agency of Finance and Administration (DFA) Rule 2.42.2 NMAC.
7. Budget adjustments may be made with the prior written approval of the Agency's Program Manager. Not more than four (4) budget adjustments can be applied within one contract year. The Contractor may not request any budget adjustments after May 31st of the contract year.
8. Contractor shall maintain records of services rendered for the (3) years, as described in the Domestic Violence Service Definition Manual and sufficient to verify that contractual services were provided consistent with billings submitted by Contractor. The Contractor shall permit Agency staff to have access to its records for auditing and verification purposes.
9. No fee may be assessed on a client whose income equals or is below the federal poverty guidelines. Clients who cannot pay a fee will not be discriminated against or denied service.
10. The Contractor may establish a sliding scale schedule for perpetrators of domestic violence under the condition that the sliding scale schedule and accompanying procedures are approved by the Agency prior to implementation.
11. The Agency reserves the right to designate funding source when validating expenditures. TANF eligible clients shall be funded with TANF funds.
12. The funding for this contract is delineated as follows:

Funding Sources

GENERAL FUND

FEDERAL